



AGENDA BILL APPROVAL FORM

Agenda Subject: Resolution No. 4569		Date: March 1, 2010
Department: Police	Attachments: Resolution No. 4569	Budget Impact:
Administrative Recommendation: City Council adopt Resolution No. 4569.		
Background Summary: The City of Auburn applied for, and was awarded a grant through the US Department of Justice, Edward Byrne Memorial Justice Assistance (JAG) Grant Formula Program. The award is administered by the City of Seattle, to which the Auburn Police Department will report. The City of Auburn award is in the amount of \$43,417. The City of Auburn submitted a joint application comprised of five programs. <ol style="list-style-type: none"> 1) Technology improvement for the School Resource Officer patrol vehicle program. The City of Auburn will use federal funds to enhance the capabilities, efficiency and effectiveness of the School Resource Officer (SRO) through equipment enhancements installed in the SRO assigned vehicle. Enhancements include a mounted 800 Mhz two-way radio, a rugged reliable laptop computer, modem, Charge Guard, Nextel Hands Free Mount and in-car video recorder. 2) Automated External Defibrillator (AED) Augmentation program. The City of Auburn will use federal funds received to add six Automated External Defibrillators (AED's) to the patrol fleet to ensure all first responders have immediate access to AED's. 3) Traffic Radar Replacement program. The City of Auburn will use federal funds to replace 6 Kustom Falcon Radar units that are 9 years old, with new and improved Genesis Handheld Directional-K Band radars. 4) Defensive Tactics Training Suits Enhancement. The City of Auburn will use federal funds to purchase two Defensive Tactics Training Suits. These suits will allow training staff to safely and effectively improve the level of officer safety training in the area of defensive tactics. 5) SWAT Operator Personal Communications Headset program. The City of Auburn will use federal funds to purchase six headsets for SWAT Operators. These headsets will provide each operator with secure communications in a tactical environment. <p>P0301-1 F5.4.1</p>		
Reviewed by Council & Committees: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Arts Commission <input type="checkbox"/> Airport <input type="checkbox"/> Hearing Examiner <input type="checkbox"/> Human Services <input type="checkbox"/> Park Board <input type="checkbox"/> Planning Comm. </div> <div style="width: 45%;"> COUNCIL COMMITTEES: <input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Municipal Serv. <input type="checkbox"/> Planning & CD <input type="checkbox"/> Public Works <input type="checkbox"/> Other _____ </div> </div>		Reviewed by Departments & Divisions: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Building <input type="checkbox"/> Cemetery <input type="checkbox"/> Finance <input type="checkbox"/> Fire <input type="checkbox"/> Legal <input type="checkbox"/> Public Works <input type="checkbox"/> Information Services </div> <div style="width: 45%;"> <input type="checkbox"/> M&O <input type="checkbox"/> Mayor <input type="checkbox"/> Parks <input type="checkbox"/> Planning <input type="checkbox"/> Police <input type="checkbox"/> Human Resources </div> </div>
Action: Committee Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No Council Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No Call for Public Hearing ____/____/____ Referred to _____ Until ____/____/____ Tabled _____ Until ____/____/____		
Councilmember: Pelozza		Staff: Kelly
Meeting Date: March 1, 2010		Item Number: VIII.B.3

RESOLUTION NO. 4 5 6 9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, APPROVING AND AUTHORIZING
THE MAYOR TO ACCEPT A GRANT FROM THE U.S.
DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE
PROGRAMS, BUREAU OF JUSTICE ASSISTANCE

WHEREAS, the Auburn Police Department, in order to more effectively address the law enforcement needs of the city, has sought an Edward Byrne Memorial Justice Assistance Grant (JAG); and

WHEREAS, the Auburn Police Department has been awarded JAG grant funds in the amount of Forty Three Thousand, Four Hundred Seventeen Dollars (\$43,417.00); and

WHEREAS, these funds shall be utilized for purchase of law enforcement related equipment; and

WHEREAS, these funds are available for use towards the purchase of SWAT Operator personal communications headsets, defensive tactics training suits, traffic radar replacements, automated external defibrillator (AED) augmentation, and technology improvements for the School Resource Officer Patrol Vehicle.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, KING COUNTY, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The Mayor of the City of Auburn is hereby authorized to accept the JAG grant with the award document attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. This resolution shall be in full force and affect upon passage and signatures hereon.

DATED and SIGNED this ____ day of _____, 2010.

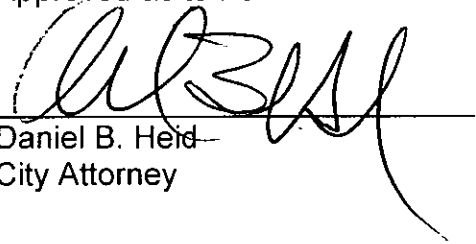
CITY OF AUBURN

PETER B. LEWIS
Mayor

Attest:

Danielle E. Daskam
City Clerk

Approved as to Form:



Daniel B. Heid
City Attorney

Interagency Agreement

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2009 Local Solicitation

Executed by
Seattle Police Department (SPD), a department of the
City of Seattle, hereinafter referred to as "SPD",
Department Authorized Representative: Nancy Tuck
610 5th Avenue
PO Box 34986
Seattle, WA 98124-4986

and

City of Auburn, hereinafter referred to as "Recipient",
Department Authorized Representative: Dave Colglazier
25 W Main St
Auburn, WA 98001-4988

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

CITY OF AUBURN

SEATTLE POLICE DEPARTMENT

Peter B. Lewis, Mayor

John Diaz, Interim Chief of Police

Date: _____

Authorized by:
Grant Program:

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

WHEREAS, the Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, the JAG Program supports all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives; and

WHEREAS, the United States Congress authorized \$8,929,860 in the Justice Assistance Grant (JAG) Program for jurisdictions in Washington State; and

WHEREAS, 14 jurisdictions in King County were required to apply for a JAG Program award with a single, joint application; and

WHEREAS, the City, as the identified Fiscal Agent, submitted the joint application to the Bureau of Justice Assistance on July 9, 2009 to request JAG Program funds; and

WHEREAS, based on the City's successful application, the Bureau of Justice Assistance has awarded \$1,161,026 to the City from these JAG Program funds; and

WHEREAS, pursuant to the terms of the grant whereby the City, as the identified Fiscal Agent for this award, is to distribute grant funds to co-applicants, the City intends to transfer some of the JAG funds it receives to those co-applicants; and

WHEREAS, the City is not obligated to continue or maintain grant funding levels for the JAG Program once grant funds have lapsed; and

WHEREAS, recipients of JAG funds from the City should not anticipate the City will assume responsibility for any program costs funded by JAG once JAG funds are spent;

NOW THEREFORE, the parties hereto agree as follows:

This Interagency Agreement contains six Articles:

ARTICLE I: TERM OF AGREEMENT:

The term of this Interagency Agreement shall be in effect from the date it is executed by the SPD Chief of Police, or designee, until September 30, 2012 unless terminated earlier pursuant to the provisions hereof.

ARTICLE II: DESCRIPTION OF SERVICES

The services to be performed under this Agreement shall be conducted for the stated purposes of the Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)). The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

ARTICLE III: SPECIAL CONDITIONS

- Funds are provided by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance solely for the purpose of furthering the stated objectives of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Recipient shall use the funds to perform tasks as described in the Scope of Work portion of this Agreement.
- The Recipient acknowledges that because this Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Recipient agrees that it will not hold the Seattle Police Department, the City of Seattle, or the Department of Justice liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to the distribution and availability of federal funds.
- The Recipient shall comply with all conditions and limitations set forth in the FY 2009 Justice Assistance Grant Program Award # 2009-DJ-BX-0336.

The FY 2009 Justice Assistance Grant Program Award Report #: 2009-DJ-BX-0336 is attached to and made part of this agreement, as Attachment A. Allocation and use of grant funding must be in accordance with all special conditions included in the Award Report. All Recipients are assumed to have read, understood, and accepted the Award Report as binding.

- The Recipient acknowledges that all allocations and use of funds under this agreement will be in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation. Allocation and use of grant funding must be coordinated with the goals and objectives included in the Local Solicitation. All Recipients are assumed to have read, understood, and accepted the Local Solicitation as binding.
- Recipient agrees to obtain a valid DUNS profile and create an active registration with the Central Contractor Registration (CCR) database no later than the due date of the Recipient's first quarterly report after a subaward is made.
- The Recipient shall comply with all applicable laws, regulations, and program guidance. A non-exhaustive list of regulations commonly applicable to BJA grants are listed below, including the guidance:
 - (A) Administrative Requirements: OMB Circular A-102, State and Local Governments (10/7/94, amended 8/29/07) (44CFR Part 13)
 - (B) Cost Principles: OMB Circular A-87, State and Local Governments (5/10/04)
 - (C) Audit Requirements: OMC Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions in the Federal Register 6/27/03)
 - (D) The Recipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements.
 - 1) Non-Federal entities that expend \$500,000 or more in one fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in

accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and non-Profit Organizations. Non-federal entities that spend less than \$500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

- 2) Recipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS), as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Recipient has the responsibility of notifying the Washington State Auditors Office and requesting an audit.
 - 3) The Recipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-recipients also maintain auditable records.
 - 4) The Recipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report submitted to the Seattle Police Department. The Recipient must respond to requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The City reserves the right to recover from the Recipient all disallowed costs resulting from the audit.
 - 5) If applicable, once any single audit has been completed, the Recipient must send a full copy of the audit to the City and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Recipient must send the audit and the letter no later than nine months after the end of the Recipient's fiscal year(s) to:
Nancy Tuck, JAG Program Manager
Seattle Police Department
610 5th Avenue
PO Box 34986
Seattle, WA 98124-4986
206-386-1996
 - 6) In addition to sending a copy of the audit, the Recipient must include a corrective action plan for any audit findings and a copy of the management letter if one was received.
 - 7) The Recipient shall include the above audit requirements in any subcontracts.
- The Recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requirements, including, but not limited to, the provision of any information required for assessment or evaluation of activities within this agreement, and for compliance BJA reporting requirements.

- When implementing funded activities, the Recipient must comply with all applicable federal, state, tribal government, and local laws, regulations, and policies. The Recipient is entirely responsible for determining the Recipient's compliance with applicable laws, regulations and policies, which include, but are not limited to:

(A) City of Seattle regulations including, but not limited to:

- (1) Equal Benefits Program Rules
(SMC Ch.20.45:<http://cityofseattle.net/contract/equalbenefits/>)
- (2) Women and Minority Owned Affirmative Effort: If a Recipient intends to subcontract out any part of a contract instead of performing the work itself, then the following requirement applies: Consultant shall use affirmative efforts to promote and encourage participation by women and minority businesses on subcontracting opportunities within the contract scope of work. Consultant agrees to make such efforts as a condition of this Agreement.
 - a. Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.
 - b. Record-Keeping: The Consultant shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to document all Consultant solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received, and all subconsultants and suppliers actually utilized under this Agreement. The City shall have the right to inspect and copy such records.
- (3) Licenses and Similar Authorizations: The Consultant, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- (4) Use of Recycled Content Paper: Whenever practicable, Consultant shall use reusable products including recycled content paper on all documents submitted to the City. Consultant is to duplex all documents that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Consultants are to use 100% post consumer recycled content, chlorine-free paper in any documents that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in performance of the contract with and for the City.
- (5) Americans with Disabilities Act: The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 as amended (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.

- (6) Fair Contracting Practices Ordinance: The Consultant shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Chapter 14.10 SMC), as amended.
- (7) Suspension and Debarment: The Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in transactions by any Federal department or agency. By signing and submitting this Agreement, the Recipient is providing the signed certification set out below. The certification this clause is a material representation of fact upon which reliance was placed when this transaction was entered into.

If it is later determined that the Recipient rendered an erroneous certification, the Federal Government and City may pursue available remedies, including termination and/or debarment. The Recipient shall provide immediate written notice to the City if at any time the Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The Recipient agrees by signing this Agreement that it shall not enter into any covered transaction with a person or subcontractor who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City.

The Recipient shall include the requirement in this section in any subcontracts.

- (8) In the event of the Recipient's or subcontractor's noncompliance or refusal to comply with any applicable law, regulation or policy, the City may rescind, cancel, or terminate the Agreement in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to comply with applicable law, regulation, or policy.

ARTICLE IV: SCOPE OF WORK

The Scope of Work of this Agreement and the time schedule for completion of such work is as described in Attachment B: Edward Byrne Memorial Justice Assistance (JAG) Grant Formula Program King County Joint Application, Project Narrative and Attachment C: JAG Budget Worksheet, as approved by BJA. Attachment B and Attachment C are attached to and made part of this agreement.

The work shall, at all times, be subject to the City's general review and approval. The Recipient shall confer with the City periodically during the progress of the Work, and shall prepare and present such information and materials (e.g. a detailed outline of completed work) as may be pertinent, necessary, or requested by the City or BJA to determine the adequacy of the Work or Recipient's progress.

ARTICLE V: PAYMENT

(A) Compensation

The Recipient shall be reimbursed on an actual cost basis. Total compensation under this Agreement is \$43,417.

The Recipient shall incur authorized allowable expenses in accordance with the Program Narrative and Project Budget, as detailed in Attachments B and C.

The Recipient may request additional reimbursement up to the amount of interest accrued on their portion of the grant award. The City will provide quarterly statements to the Recipient, once the interest balance accrued equals at least \$1,000. Reimbursements will not be made for interest accrued that is less than \$1,000. Reimbursements can be requested, up to the total amount of interest accrued, after the initial quarterly statement has been sent, to perform tasks in accordance with the Program Narrative and Project Budget, as detailed in Exhibits B and C.

The Recipient shall submit invoices not more than monthly, and at least quarterly. After the first quarter, monthly submission is preferred. Invoices are due no later than 30 days after the end of the period in which the work was performed.

No travel or subsistence costs, including lodging and meals, reimbursed with federal funds may exceed federal maximum rates, which can be found at: <http://www.gsa.gov>.

(B) Manner of Payment

The Recipient shall submit reimbursement requests not more than monthly, and at least quarterly. After the first quarter, monthly submission is preferred.

Requests are due no later than 30 days after the end of the period in which the work was performed. Reimbursement request forms are provided. Substitute forms are acceptable.

With each reimbursement request, the Recipient shall submit:

- Detailed spreadsheet of expenditures by task and related financial documents (timesheets, invoices)
- Project status report
- These documents and invoices must be kept on file by the Recipient and be made available upon request by the City or to state or federal auditors


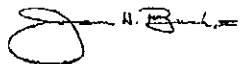
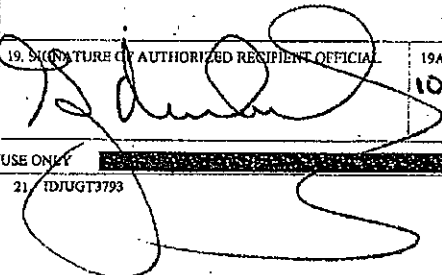
Reimbursement will not be processed without accompanying documentation for the corresponding time period.

Once the above conditions are met, payment shall be made by the City to the Recipient.

Submit invoicing and documentation to:
Nancy Tuck, JAG Program Manager
Seattle Police Department
610 5th Avenue
PO Box 34986
Seattle, WA 98124-4986
206-386-9885

ARTICLE VI: AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

 Department of Justice Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 5
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Seattle 600 Fourth Avenue 7th Floor P.O. Box 94749 Seattle, WA 98124-4749		4. AWARD NUMBER: 2009-DJ-BX-0336		
		5. PROJECT PERIOD: FROM 10/01/2008 TO 09/30/2012 BUDGET PERIOD: FROM 10/01/2008 TO 09/30/2012		
1A. GRANTEE IRS/VENDOR NO. 916001303		6. AWARD DATE 08/28/2009	7. ACTION Initial	
		8. SUPPLEMENT NUMBER 00		
		9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE FY 2009 Justice Assistance Grant Program		10. AMOUNT OF THIS AWARD \$ 1,161,026		
		11. TOTAL AWARD \$ 1,161,026		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 3751(a) (BJA - JAG Formula)				
15. METHOD OF PAYMENT PAPRS				
AGENCY APPROVAL		GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL James H. Burch II Acting Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Gregory Nickels Mayor		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL 		19A. DATE 10/7/09
AGENCY USE ONLY				
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 1161026		21. ID/UGT3793		

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

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PROJECT NUMBER 2009-DJ-BX-0336

AWARD DATE 08/28/2009

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

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PROJECT NUMBER 2009-DJ-BX-0336

AWARD DATE 08/28/2009

SPECIAL CONDITIONS

6. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- New construction;
- Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/NEPA.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

7. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
8. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.
9. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Financial Status Report (SF-269).



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

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PROJECT NUMBER 2009-DJ-BX-0336

AWARD DATE 08/28/2009

SPECIAL CONDITIONS

10. The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant (JAG) Program. Compliance with these requirements will be monitored by BJA.
11. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
12. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
13. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
14. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
15. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
16. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
17. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

JS



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

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PROJECT NUMBER 2009-DJ-BX-0336

AWARD DATE 08/28/2009

SPECIAL CONDITIONS

18. The grantee agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
19. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
20. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

JS

**FY '09 Edward Byrne Memorial
Justice Assistance (JAG) Grant Formula Program
King County Joint Application**

Program Narrative

City of Auburn

Project Name: City of Auburn Joint Application

- 1) Technology Improvement for School Resource Officer Patrol Vehicle: \$20,545
- 2) Automated External Defibrillator (AED) Augmentation: \$10,960
- 3) Traffic Radar Replacement: \$3,345
- 4) Defensive Tactics Training Suits Enhancement: \$3,267
- 5) SWAT Operator Personal Communications Headset: \$5,300

Project Cost: \$43,417

Project Description:

The City of Auburn is submitting a joint application comprised of five programs

- 1) Technology Improvement for School Resource Officer Patrol Vehicle program
- 2) Automated External Defibrillator (AED) Augmentation program
- 3) Traffic Radar Replacement program
- 4) Defensive Tactics Training Suits Enhancement
- 5) SWAT Operator Personal Communications Headset program.

Program 1: The City of Auburn will use federal funds to enhance the capabilities, efficiency and effectiveness of the School Resource Officer (SRO) through equipment enhancements installed in the SRO assigned vehicle. Enhancements include a mounted 800 Mhz two-way radio, a rugged reliable laptop computer, modem, Charge Guard, Nextel Hands Free Mount and an in-car video recorder.

Program 2: The City of Auburn will use federal funds received to add six Automated External Defibrillators (AED's) to the patrol fleet to ensure all first responders have immediate access to AED's.

Program 3: The City of Auburn will use federal funds to replace 6 Kustom Falcon Radar units that are 9 years old, with new and improved Genesis Handheld Directional-K Band Radars.

Program 4: The City of Auburn will use federal funds to purchase two Defensive Tactics Training Suits. These suits will allow training staff to safely and effectively improve the level of officer safety training in the area of defensive tactics.

Program 5: The City of Auburn will use federal funds to purchase six headsets for SWAT Operators. These headsets will provide each operator with secure communications in a tactical environment.

Program Need:

Program 1: The current School Resource Officer vehicle is absent the necessary technologies to ensure officer safety, efficiency, and effectiveness in performing assigned duties. The above listed installed technologies and equipment will correct those deficiencies.

Program 2: The Auburn Police Department's current patrol fleet has been increased by six vehicles. Over the past 7 years, all of our patrol fleet has been equipped with AED's to ensure our first responders had immediate access to life saving AED's. Our first responders need the assurance that an AED is readily available for immediate use in their assigned vehicle.

Program 3: The Auburn Police Department has 6 Kustom Falcon Radar units that are assigned to a Patrol Division of 60 sergeants and officers. In July of 2008, the company that manufactures the units stopped production. Parts for this radar are increasingly difficult to find in order to keep them functioning properly.

The Genesis Handheld Direction-K Band radars have improved technology and software. The Auburn Police Department currently has 5 Decaur Genesis VPD hand held radar units. These units are proven reliable and the technology is widely accepted within the City Municipal Court.

Program 4: The Auburn Police Department has been conducting in-service training in Defensive Tactics for nine years. Currently, there are five training Defensive Tactics Instructors on the team. During monthly training, part of the curriculum is low speed scenario based training. In order to protect the student officers as well as instructors, it is necessary to utilize the proper equipment. The acquisition of two Defensive Tactics Suits enables our training staff to minimize injury during training.

Program 5: The use of federal funds to purchase six headsets for SWAT operators will stabilize our local government budget, allowing budgeted funds to be utilized in other essential services.

Program Activities for 4-Year Grant Period:

Program 1: One school resource officer patrol car will be equipped with the Auburn Police Department standard issued technology upgrades allowing full connectivity to all PD software programs and enhancements.

Program 2: Six patrol vehicles will be equipped with AED's to ensure first responders to basic life support incidents will have immediate access to proven life saving equipment.

Program 3: This program involves the purchase of replacement of the 9-year-old Kustom Falcon Radars with improved Genesis Handheld Direction-K Band Radar units. These units drastically improve our officers' abilities to enforce the traffic laws, while improving traffic safety in the city. The City of Auburn has many traffic improvement projects that have been implemented over the years to include Red Light Photo Enforcement and Engineered Traffic Calming. These radar units will add to the cities efforts to improve traffic safety.

Program 4: The Auburn Police Department trains over 100 commissioned police officers in the area of Defensive Tactics. This equates to over 1600 hours of annual training. Currently our Policies and Procedures require training in the area of Defensive Tactics. This is supported by standards set by CALEA.

Program 5: Existing SWAT headsets that were purchased in 2000 and are now deteriorating rapidly and becoming unreliable, will be replaced by six new headsets

Anticipated Coordination Efforts Involving JAG and Related Justice Funds:
No coordination anticipated at this time.

Project Objectives:

Program 1: Provide the School Resource Officer with the latest technology to assist him in improved efficiencies, safety, and standardization to what the rest of our patrol fleet has in the way of technology.

Program 2: Provide immediately available basic life support equipment to police first responders in our community. Having AED's available in all patrol fleet vehicles.

Program 3: The Auburn Police Department has identified Traffic Safety as a major concern from citizens. Over the last 5 years we have increased the number of officers assigned to the Traffic Division to include officers exclusively dedicated to collision response. Responding to collisions is only part of our efforts and we have identified that enforcement drastically affects safe vehicular traffic flow. Our objective is to increase our traffic related enforcement in the area of speed measurement.

Program 4: During the past nine years of training in Defensive Tactics, the Auburn Police Department has suffered injuries to officers and trainers. We are constantly seeking ways to improve safety to all involved. Our objective at this point is to continue to eliminate injuries during Defensive Tactics and striving to reduce these numbers each year.

Additionally, with the use of Defensive Tactics Suits, we are able to provide student officers with real-time options and a chance to test, train, and apply real tactics in a realistic environment. This type of training reduces injuries to officers and offenders in the field, thus reducing risk and liability to the agency.

Program 5: Improved communication and hearing protection for SWAT operators. Communication during high-risk tactical operations is essential to officer safety. Replacing current SWAT headsets will drastically improve and ensure communications with SWAT operators during tactical operations.

Performance Measures:

Program 1: Evaluation of the technology improvement for the School Resource Officer Patrol Vehicle will be evaluated by the assigned SRO during routine operations.

Program 2: Evaluation of the use of AED's and the number of life saving incidents during this evaluation timeline.

Program 3: To measure our objectives in this program we will compare collisions on identified roadways to the amount of speed violations recorded by officers. The intent is to slow vehicles down on identified roadways. Therefore through radar speed enforcement the Auburn Police Department will attempt to decrease the amount of reportable collisions.

Program 4: The Auburn Police Department hopes to measure two different areas after the purchase of the Defensive Tactics Suits.

First, the staff intends to reduce injuries to officers and students each year during training.

Second, the staff intends to measure the result of Scenario Based Training and the reduction of injuries to officers and offenders in the field. Further, the ability to control situations quicker due to increased skills and decision making. The department hopes to show a reduction in higher levels of force used by officers.

Program 5: Evaluation of communications by SWAT operators during training and operations.

AUBURN**D. Equipment**

Item	Computation	Cost
Program 1	Quantity	
Coban Digital In-Car Video Recorder	1	\$7,200
		Tax \$341
		Labor \$1,300
		TOTAL: \$8,841

E. Supplies

Item	Computation	Cost
Program 1	Quantity	
Console Mount	1	\$1,100
Computer Mounting Cradle	1	\$350
Two-Way Motorola Radio	1	\$3,450
Radio Modem	1	\$2,600
Nextel Hands Free kit	1	\$290
Antennas	3	\$90
Radio Equipment Mounting Tray	1	\$170
Charge Guard	1	\$65
Laptop Panasonic CF-74	1	\$3,024
MS Office License	1	\$350
Trend Micro antivirus license	1	\$35
Win Zip License	1	\$20
NetMotion VPN client license	1	\$110
Sprint Card	1	\$50
Program 2		
Phillips Heartstart FRx AED	6 @ \$1,650 ea	\$9,900
		Tax \$941
		Shipping \$119
Program 3		
Genesis Handheld Direction-K Band Radar	6 @ \$494 ea	\$2,964
		Tax \$261
		Shipping \$120
Program 4		
High Gear Defensive Tactics Suits	2 @ \$1,500 ea	\$3,000
		Tax \$267
Program 5		
MSA Supreme Pro Communications System	6 @ \$800 ea	\$4,800
		Tax/ship \$500
		TOTAL: \$34,576

AUBURN TOTAL**\$43,417**